

Forest City

AFSCME Council 61 (Police)

7/1/2005 6/30/2008

9. Schedule working hours and require overtime work;
10. Determine employee qualifications;
11. Exercise all powers and duties granted to the Employer by law.

ARTICLE 4

UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers or agents will engage in any unlawful Union activity which will interrupt or interfere with the operations of the Employer.

Section 2. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during non-working time with the prior consent of the Chief of Police.

Section 3. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time by giving thirty (30) days written notice, the City agrees to deduct the regular monthly Union dues from each paycheck and remit such deduction by the fifteenth (15th) day of the succeeding month to the business address of the Union, with an accompanying list of employees in the bargaining unit, including the employee's address and social security number, identifying from whom payroll deductions were made and the amount deducted from each dues payer. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted. The City shall require thirty (30) days from the receipt of the written authorization before the first deduction can be made. The requests or forms authorizing dues to be deducted shall be provided by the Union.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this dues checkoff clause.

ARTICLE 5

GRIEVANCE PROCEDURE AND ARBITRATION

All matters of dispute that may arise between the Employer and an employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the procedure described below. A grievance shall contain a statement of the grievance by indicating the

issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Agreement involved. The grievance shall be presented to the designated supervisor (on forms mutually agreed upon and furnished by the Union) and signed and dated by the Union. The grievance form will state the name of the employee(s) authorizing the filing of the grievance.

An aggrieved employee shall have the right to a Union representative appointed by the Union. Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the Employer.

Grievance Steps:

Step 1. An employee and/or Union Steward shall present a complaint or problem in writing to the Police Chief or his/her designated representative within seven (7) calendar days following its occurrence or within seven (7) days of when the employee knew or should have known of its occurrence in an effort to resolve the problem in an informal manner. The Police Chief or his/her designated representative will answer the grievance in writing within seven (7) calendar days.

Step 2. If the grievance is not settled in Step 1, the aggrieved employee and/or Union Steward shall present the grievance in writing to the Mayor within seven (7) calendar days following the Police Chief's written answer. The Mayor, or his/her designee, will meet at an agreed upon time and date with the employee, union representative and the Police Chief in an attempt to resolve the grievance. Within fourteen (14) calendar days, the Mayor or his/her designated representative will answer the grievance in writing.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, providing the referral to arbitration is in writing to the other party and is made within twenty (20) calendar days after the employee's receipt of the Mayor or his/her designated representative's answer given in Step 2. It is expressly agreed and understood that no employee shall have the right to compel the arbitration of a grievance without the consent of the Union. The Union Steward shall be present at the time of all meetings dealing with the grievance.

All joint Employer and Union grievance or negotiation meetings will be held at times and places mutually agreeable to the parties. All grievance investigations are to be done during employee's non-working time.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not

For the purposes of selecting an impartial arbitrator, the parties will meet upon request and if unable to agree on an impartial arbitrator, the parties or party, acting jointly or separately, shall request the Iowa Public Employment Relations Board to submit a seven member panel of arbitrators. If the panel submitted by the Public Employment Relations Board is unacceptable to either party, the parties shall request a second panel of arbitrators from the Public Employment Relations Board.

The fees and expenses of the arbitrator will be paid equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on both parties.

All grievances meetings under this Article are to be held in private and are not open to the public.

Seniority means an employee's length of continuous service with the Employer since their last date of hire. An employee shall lose their seniority and the employment relationship shall be broken and terminated if the employee quits, is discharged for proper cause, or retires. Seniority rights will also be forfeited if the employee is absent from work for any reason for a period of one (1) year.

Probationary Period. The probationary period for certified officers shall be six (6) months. If the employee is not certified past 6 months of employment, the probationary period will extend until the employee is certified, up to a maximum of one (1) year. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. Employees may be terminated for any reason during the 6 month probationary period without recourse to the grievance procedure. If an employee is not certified within one year from date of hire, he/she will be terminated without recourse to the grievance procedure. Termination of an employee for reasons other than certification after the six month period is subject to the grievance procedure.

Reduction of Force

In the event the City determines that employees will be laid off, the City will consider performance and qualifications in making their determination. When these considerations are equal between or among employees affected, seniority will govern.

The Employer will give at least fifteen (15) calendar days notice to the affected employee(s) and the Union. While on layoff, an employee is not eligible for holiday or any other benefits. Vacations, sick leave and seniority do not accrue during a layoff. All accrued vacation and compensatory time due the employee shall be paid at the time of layoff.

On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. Seniority and the employment relationship will terminate if the employee fails to report to work within fifteen (15) calendar days after being notified to return to work.

Shift Vacancies. The City will post any vacant shift openings within the police officer classification. Employees interested shall apply in writing within (7) calendar days. The most senior employee will be assigned to the shift if the employee is the most qualified in the judgment of the Police Chief.

ARTICLE 7

HOURS OF WORK AND OVERTIME

The Employer shall establish and post the hours of work within groups and shifts as determined by it to best provide the service to be rendered and to accommodate the public being served. It is understood and agreed that the work schedules for all employees may

Notification. When absences due to sickness are necessitated, the employee shall notify the Chief or designated representative prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Date of Employment. An employee who begins his/her employment on or before the 15th day of the month will be credited with sick leave for the entire month. An employee who begins his/her employment after the 15th of the month will begin to accrue sick leave on the first day of the month following his/her employment.

Family Illness. In the event of a serious illness in the immediate family, an employee may be granted up to three (3) working days of sick leave. Immediate family for the purpose of this rule shall include mother, father, spouse, children, brother, sister of the employee or persons living as family in the immediate household of the employee. Serious illness is defined as hospitalization or requiring extreme medical care.

Each regular full-time employee shall, after six (6) months of continuous employment, be eligible for a paid leave of absence of up to three (3) days with pay in the event of the death of the following personal family members: spouse, children, parents, sister, brother, grandparents, mother-in-law, father-in-law.

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ARTICLE 10 HOLIDAYS

Regular full-time employees, are eligible for the following paid holidays:

New Year's Day
President's Day
Good Friday afternoon
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve afternoon
Christmas Day

After one (1) or more years of service with the City, an employee is eligible to receive one (1) personal day per year. The scheduling of the personal day must be approved by the Police Chief.

The regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work as follows:

Holiday not worked. If a holiday falls on an employee's regular scheduled time off, he/she shall be entitled to eight (8) hours of holiday pay, or the applicable hours to equal one work day if such scheduling is more than eight (8) hours.

Holiday worked. An employee scheduled to work on any recognized paid holiday shall receive 8 hours of holiday pay plus time and one-half the employee's hourly base rate for all hours worked.

Holidays listed for the police department will be actual holidays as listed on standard calendars.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday.

ARTICLE 11

INSURANCE

Health and Dental Insurance. The City will pay the single and dependent premium for

receive payment for such duty, the employee must submit certification of service and assign as fees, except mileage, received for such duty to the Employer. The employee shall report for work if four (4) hours remain of the employee's work shift.

ARTICLE 13 VACATION

Full time employees are eligible to receive vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation</u>
after 1 year	40 hours
after 2 years	80 hours
after 8 years	120 hours
after 15 years	160 hours
after 22 years	200 hours
after 30 years	240 hours

Vacation Year. The vacation year shall be the calendar year from January 1st through December 31. Vacation for new employees starting on or after July 1st of any given year shall be based on their employment date.

Scheduling. Vacations must be approved by the Police Chief. At least one (1) week of vacation time must be taken in weekly increments. Thereafter, the remaining vacation time may be taken in four (4) hours increments if approved by the Chief.

Upon resignation or termination from City service after one (1) year of service, an employee shall be paid on a pro rata basis for all unused vacation left at the time of termination.

Vacation pay will be at the employee's normal pay for the week for which he/she would have been regularly scheduled to work.

If a recognized paid holiday falls during an employee's vacation, he/she shall receive an additional day of paid vacation.

ARTICLE 14

OTHER LEAVES OF ABSENCE

Section 1. Unpaid Leave. An unpaid leave of absence may be granted at the discretion of the Chief. While on unpaid leave an employee:

- (a) receives no compensation or benefits (including City paid health insurance);
- (b) does not earn any leaves or benefits;
- (c) does not contribution to retirement programs;
- (d) does not accrue seniority after thirty (30) days.

Approval or disapproval of an unpaid leave is not subject to the grievance procedure.

Section 2. Family and Medical Leave. Employees will be eligible for family and medical leave according to City policy.

Section 3. Requests for vacation, comp time and holidays. Vacation, compensatory time and holiday time off must be submitted at least three (3) weeks (21 calendar days) in advance of the starting date of absence. The request shall state the type of leave being requested and the length of time being requested. Requests shall be answered within seven (7) calendar days of date of the request.

Requests for shorter duration leave (3 days or less) may be made on less notice, but in no case less than 72 hours prior to the start of absence. The request will be answered within 48 hours of date of request. Exceptions may be made at the discretion of the Police Chief in emergency situations.

Section 4. Military Leave. Employees are eligible for military leave as provided in the Code of Iowa. This section is not subject to the grievance procedure.

ARTICLE 15

GENERAL PROVISIONS

Work Rules. The Employer will provide employees with a copy of any work rules put into effect. Any changes will be posted 14 day before implementation. A copy will be provided to the Steward.

Bulletin Board. The Employer shall provide a space for the posting of official Union notices. All notices, other than meeting notices, must have prior approval of the Police Chief.

Mandatory Meetings/Training. Employees will be reimbursed for authorized travel and subsistence expenses incurred in connection with required attendance at mandatory meetings and training sessions. If meals are not provided in the cost of the registration, meals will be reimbursed at a maximum per diem cost of \$15.00. Receipts shall be required as proof for all expenses and are to be attached to the City of Forest City Expense Report. Employees shall receive at least a 5 day prior notice for all non-emergency meetings, training, or events.

Uniforms and Protective Clothing. The City will provide uniforms, protective clothing and devices that the Employer deems necessary.

Safety Glasses. The City will reimburse up to \$70 every two years for safety prescription glasses if required on the job. Receipts are required for reimbursement.

Physical Exams. If the City requires an employee to undergo a physical examination, the City will pay for the cost of the physical exam. The health care provider and exam content will be determined by the City.

ARTICLE 16

JOB CLASSIFICATIONS AND WAGE RATES

Reference is made to Appendix A, Wage Schedule. By this reference, Appendix A becomes part of this Agreement.

ARTICLE 17

DEFINITIONS

A regular full-time employee is one who is normally scheduled to work an average of forty (40) or more hours per week (2080 hours per year) on a regular basis.

A regular part-time employee is one who is scheduled to work less than an average of forty (40) hours per week (2080 hours per year) on a regular basis.

ARTICLE 18

DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration on June 30, 2008.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party before October 15, 2007. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

Signed this day of , 2005.

POLICE DEPARTMENT
OF FOREST CITY

By

Douglas W. Beck
Police Chief

By

Deary, Wm
Mayor

Paul D. Brock
Employer Representative

AMERICAN FEDERATION OF
STATE, CITY COUNTY, AND
COUNTY MUNICIPAL
EMPLOYEES

By

Tracy Conner
Business Representative

By

Business Representative

By

Richard W. Caldwell
Employee Representative

APPENDIX A

Wage Schedule

Classification Rate

<u>Classification</u>	<u>7-1-05 (4%)</u>	<u>7-1-06 (3.5%)</u>	<u>7-1-07 (3.5%)</u>
Police Officer	\$16.38	\$16.95	\$17.54

Officers above the classification rate will receive the negotiated across-the-board increases set forth above.

New employees who are certified will be hired at 90% of the classification rate. At the end of probation, they will be paid 95% of the classification rate. At the end of one year, they will be paid 100% of classification rate. New employees who are not certified at the time of hire will be hired at 90% of the classification rate. Should such employee not be certified by the end of six months, he/she shall receive 95% of the classification rate. Employees will move into the certified rates as stated above upon certification.

Shift Differential A \$0.20 shift differential will apply to the shift designated as second (2nd) shift. A \$0.40 shift differential will apply to the shift designated as the third (3rd) shift. The shift differential applies to the entire shift.

Longevity Employees shall be compensated for their continuous years of service in the following manner:

After 5 years \$15.00 per month
After 10 years \$30.00 per month
After 15 years \$45.00 per month
After 20 years \$60.00 per month